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6 IN THE UNITED STATES DISTRICT COURT
7 FOR THE DISTRICT OF ALASKA
8

9 HELEN CHEEK,)
10)
Plaintiff,)
11 vs.)
12 HOONAH CITY SCHOOL DISTRICT BOARD,) Case No. 1:24-cv-
13 Defendant.)
14 _____)
15

16 **COMPLAINT FOR DAMAGES**

17 COMES NOW, Helen Cheek, the plaintiff above named, by and through her
18 attorney, Isaac Derek Zorea, and complains as follows:
19

20 **I. JURISDICTION AND VENUE**

21 1.1. At all relevant times, plaintiff, Helen Cheek, was a resident of
22 Hoonah, Alaska, located within the First Judicial District, State of Alaska, and was
23 employed as Superintendent of the Hoonah City School District.

24 1.2. At all relevant times, Defendant, Hoonah City School District Board
25 (Hoonah Board), had final decision making authority over Hoonah City School
26 District, a public school within the First Judicial District, State of Alaska.
27

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1.3. Venue is proper in the First Judicial District.

2 **II. FACTUAL ALLEGATIONS**

3 2.1. On May 11, 2023, Plaintiff, Helen Cheek, was hired as the
4 Superintendent for the Hoonah City School District, serving a three year term
5 covering July 1, 2023 through June 30, 2026.

6 2.2. During the duration of her employment, Helen Cheek performed the
7 critical elements of her job duties in a professional and highly competent manner,
8 providing no cause for the Hoonah Board to terminate her employment.

9 2.3. Despite the high quality of Superintendent Cheek's work for the
10 Hoonah City School District, she had a conflict with Harold Houston, Hoonah
11 Board's President, who continually overstepped the legal constraints of his authority
12 over the Hoonah District.

13 2.4. The first time Helen Cheek met Harold Houston alone as the board
14 chair, she was in her office at Hoonah City School District administrative offices,
15 and Mr. Houston came in to talk and welcome her to Hoonah. The two spoke for a
16 couple of hours, and during their first conversation. Superintendent Cheek felt very
17 uncomfortable about Mr. Houston stepping over the lines as board chair.

18 2.5. During her initial meeting with Harold Houston, Plaintiff Helen
19 Cheek states that he instructed her to fire two District employees. Mrs. Cheek had not
20 even met one of them yet. These two employees were the Financial Manager and the
21 Arts Grant Director. Superintendent Cheek responded to his order by saying that she
22 "would look into what was happening," and left it at that. Nonetheless, the
23 conversation made her feel uncomfortable, given that she knew his conduct violated
24 the Hoonah City School District Board Policies and would appear as a wrongful
25 termination.

1 2.6. Mr. Houston set up one-hour Monday morning meetings between
2 himself and Superintendent Cheek. These Monday morning meetings, quickly
3 transformed into a scenario wherein Mr. Houston would come into Mrs. Cheek's
4 office 3 or 4 times a week. During these unscheduled meetings, Mr. Houston would
5 sit in her office for hours going over what she should and should not be doing. Mrs.
6 Cheek felt harassed and very uncomfortable.

7 2.7. In December 2023, during one of his numerous visits, Superintendent
8 Cheek tried to tell Mr. Houston she was uncomfortable with all his visits. Mr.
9 Houston laughed her concerns off, yet she could tell he was angry with her.

10 2.8. Before Mr. Houston's arrival on to Superintendent Cheek's office the
11 morning of January 8, 2024, she called the Association of Alaska School Boards
12 (A.A.S.B.) for support concerning the uncomfortable situation created by Mr.
13 Houston sitting in her office for hours at a time. The A.A.S.B. told Superintendent
14 Cheek to point out the policy violations to Mr. Houston.

15 2.9. When Mr. Houston arrived at 9:00 that morning, January 8, 2024,
16 Superintendent Cheek had written the board policies he had violated on her
17 whiteboard. Plaintiff Helen Cheek told Mr. Houston that she was a seasoned
18 superintendent and did not need him to tell me how to do her job. She told him that
19 forming a facilities committee independent of the School Board violated school
20 board policy. Further, she explained to Mr. Houston that he overstepped his
21 authority when he told his facilities committee to work directly with Maintenance
22 Director. She pointed out that this also violated school board policies.

23 2.10. During the January 8, 2024 meeting between Plaintiff Helen Cheek
24 and Mr. Houston, Superintendent Cheek also pointed out to him that he had no
25 authority to independently enter the school building to do an "inspection," which was
26 something he did when she was away from the school.

1 2.11. During the January 8, 2024 meeting, Superintendent Cheek
2 additionally informed Mr. Houston that he did not have authority to independently
3 direct the district's Financial Manager to do his bidding or do tasks solely for his
4 benefit. Rather than acknowledge that his conduct should conform to the school
5 board's clearly laid out policies, Mr. Houston left Superintendent Cheek's office in an
6 angry manner.

7 2.12. On January 11, 2024, Superintendent Cheek next encountered Mr.
8 Houston during a School Board work session. During this meeting, Mr. Houston
9 refused to speak with Plaintiff Helen Cheek. In doing so, he violated school board
10 policy.

11 2.13. On January 12, 2024, Superintendent Cheek sent an email to district
12 attorney, Allen Clendaniel, and also an email to the members of the Hoonah School
13 District Board. In these emails, Helen Cheek attached a letter that she addressed to
14 the Board, identifying the board policy violations and unlawful conduct by the Board
15 President Harold Houston. In her letter to the Board, Mrs. Cheek clarified that the
16 board policy delineated a clear separation of the authority vested in the
17 Superintendent – who is the chief administrator of the District.

18 2.14. On January 18, 2024, Superintendent Cheek sent a follow up email to
19 district attorney, Allen Clendaniel, where she shared another letter she sent to Harold
20 Houston. Like her January 12, 2024 letter to the Board, Plaintiff Cheek identified
21 that her complaints toward Mr. Houston related solely to the public policy issue
22 concerning his blatant violation of school board policies. She also made clear that
23 she owed a legal duty to her employees to protect their confidential records. This
24 was explained to Mr. Houston because he had made numerous efforts to access
25 confidential information about school employees and wanted to tell the teacher how
26 they were expected to teach.

1 2.15. On February 6, 2024, district attorney Allen Clendaniel sent
2 Superintendent Cheek an email informing her that she had been terminated by the
3 Board, without cause. Despite the allegation that the termination was without cause,
4 Plaintiff Cheek firmly believes that the termination was directly and proximately
5 caused by her exercise of her First Amendment right to object to Mr. Houston's
6 conduct that violated public policy, state law and the school board policies.

7 2.16. Rather than accept the protected speech that Superintendent Cheek
8 made to the Board, it instead opted to retaliate against her for her exercise of her
9 right, obligation, to object to illegal conduct by the Board President.

10 11 **III. CLAIM FOR RELIEF**

12 **A. VIOLATION OF 42 USC 1983: FIRST AMENDMENT AND DUE PROCESS** 13 **VIOLATIONS BY HOONAH CITY SCHOOL DISTRICT BOARD.**

14 3.1. Helen Cheek incorporates all the facts and allegations within the
15 paragraphs listed above, 2.1 through 2.16.

16 3.2. Plaintiff Helen Cheek affirms, and states, that she agreed to
17 employment as Superintendent for the Hoonah City School District for a three year
18 period between July 1, 2023 through June 30, 2026..

19 3.3. Plaintiff Helen Cheek affirms, and states, that as a public employee
20 she was entitled to all the protections afforded her by the First Amendment to the
21 United States Constitution, as applied to the states through the Fourteenth
22 Amendment to the Constitution.

23 3.4. Plaintiff Helen Cheek further states that she spoke on several
24 occasions on matters of public concern to the Hoonah City School District Board,
25 and to its member, and President, Harold Houston. These conversations started in
26 January 8, 2024 and stretch through January 2024, ending with her termination.

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2 3.5. Plaintiff Helen Cheek affirms, and states, that on several occasions
3 she made clear to Board President Harold Houston, and to the other members of
4 Hoonah City School District Board, that based on her understanding of Alaska
5 Statutes, Hoonah District Board Policies, and her obligation as the Chief
6 Administrator for the Hoonah City School District, Mr. Houston was violating the
7 board policies and state and federal law on a regular basis in his interactions with
8 Superintendent Cheek.

9 3.6. Plaintiff Helen Cheek affirms, and states, that Hoonah City School
10 District Board President Harold Houston, and the Board via vote among its members,
11 deprived, and retaliated against, her based on her First Amendment and Fourteenth
12 Amendment Rights when they Terminated her employment, without stated cause,
13 within weeks of her engagement in public policy discussions with each entity.

14 3.7. As damages for the conduct alleged above, plaintiff, Helen Cheek,
15 seeks all remedies available under 42 USC § 1983, including but not limited to
16 payment of all compensation, including future pay, penalties, liquidated damages,
17 emotional harm, and attorney fees.

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19 **JURY DEMAND**

20 4.1. Plaintiff, Helen Cheek, hereby demands a trial by jury on all claims
21 and issues for which she has a right for a jury to render judgment.

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23 **PRAYER FOR RELIEF**

24 WHEREFORE, plaintiff, Helen Cheek, requests judgment against defendant
25 Hoonah City School District Board, as follows:

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1 1. Full and complete payment by Defendant of all compensation and
2 benefits Helen Cheek would have earned in her position as Hoonah City School
3 District Superintendent, including loss wages, future loss wages and benefits
4 premised on her working the full duration of her initial three year contract, based on
5 the terms and conditions of her employment contract;

6 2. Payment by Defendant, Hoonah City School District Board, for all
7 emotional distress losses, future employment losses, losses to reputations, and all
8 penalties permitted against them under Section 1983.

9 3. Actual reasonable attorney fees permitted under 42 USC 1983, and 42
10 USC § 1988.

11 4. Plaintiff Helen Cheek further seeks such other relief as the court may
12 deem just and proper based on the egregious nature of defendants' conduct.

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14 Dated this 18th day of September 2024.

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